M2 Consulting

Facility Operations & Maintenance

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Agreement Between M² Consulting, Inc. and PSDI for MAXIMO® Application
Between
M² Consulting, Inc.
and
Project Software & Development, Inc.

Overview:

M² Consulting, Inc. is a pioneer Application Service Provider (ASP). M² Consulting offers Maximo® in a Citrix® MetaFrame environment, over the Internet and provides turnkey implementation and on-going support for hosted users.

M² Consulting Agrees to Provide:

1) Maximo® in standard configuration only, to end-users who choose "Hosting" versus "Property Based". We will offer the Maximo® Solution exclusively as our Hosted CMMS service offering.

2) Front-line Support to all users including – technical support, database administration, database backups, unlimited connect time, etc.

3) All user IDs and Passwords will be documented by M² Consulting. User security and Citrix® profiles will be established and maintained by M² Consulting.

4) M² Consulting will indemnify and hold harmless all employees, agents, directors, officers, etc. of PSDI for any and all claims occurring directly or indirectly from the use by M² Consulting or our clients of the Maximo® software.

5) Subject to client confidentiality agreements, M² Consulting will report, in any agreeable fashion, information regarding end-users. Supporting information will be made available including Hosting fees, Proposals, Contracts, and Agreements for audit by PSDI upon sufficient notice.

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6) PSDI will be provided a Tracking Report monthly, using Citrix® Resource Manager. This report will minimally include the tracking of concurrent and casual users.

7) Except where the customer has bought a Maximo® License(s) from PSDI and has a paid-up ACSP, M² Consulting will remit to PSDI 20 percent (20%) of the hosting revenue derived from this activity. Hosting revenue is defined as all monthly service fees charged to end-users not owning software, for all hosting services provided by M² Consulting. Payment will be made on a monthly basis no later than 60 days after issuance of our invoice to the end-user.

PSDI Agrees to Provide:

1) A Maximo® license to M² Consulting to provide the various modules and groupings of Maximo® for use in a hosted-only environment. (The license will include all upgrades as issued to PSDI customers.)

2) Escalation Technical Support to M² consulting to rectify Maximo® software related issues only.

3) Leads for prospective hosting clients through their MSR's and/or Direct Sales Channel, as they deem appropriate.

4) Agreement to not promote Application Hosting through other third party ASP's for a period of twenty-four (24) months. This does not preclude PSDI from providing Application Hosting of Maximo® itself, or through other third parties.

General:

1) M² Consulting will actively pursue all leads provided by PSDI to "Closure" or "Abandonment". If a hosting prospect chooses or reverts to standard end-user licensing, we will involve a PSDI sales person to execute the sale.

   Any and all leads for CMMS Solutions received or generated by M² Consulting will be conveyed to the appropriate individuals at PSDI.

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2) Should a hosted client want to purchase and install Maximo® at their location, we will notify PSDI Sales for follow-up. We will coordinate the transference of the customer's database to a standard licensed system.

3) This agreement can be terminated by either party with the terminating party providing three-(3) months notice in writing. M² Consulting's license to provide Maximo® to the users being hosted at the time of the termination will continue under the terms of the agreement. Termination by PSDI can be immediate for any violation of standard PSDI or Maximo® licensing issues.

So agreed between the parties signing below.

PROJECT SOFTWARE & DEVELOPMENT, INC.   M2 CONSULTING, INC.

BY: _Nancy M Gilroy_   BY: _____

NAME: _Nancy M Gilroy_   NAME: _T.R. Bevington_

TITLE: _VP, Contracts_   TITLE: _President_

DATE: _3/16/00_   DATE: _3/22/00_

Addendum No. 1 to
Agreement between M2 Consulting, Inc. and PSDI for MAXIMO Application
Between
M2 Consulting, Inc.
And
PROJECT SOFTWARE & DEVELOPMENT, INC.

The Agreement between M2 Consulting, Inc. ("M2") and PSDI for MAXIMO Application shall be enforced with the following additions incorporated herein:

Add the following clauses:

Rights Granted
PSDI grants to M2 , a royalty-free, nonexclusive license to install the MAXIMO Application on the Hardware for the sole purpose of permitting M2 to outsource the MAXIMO Application to M2 Customers. PSDI also grants to M2 a nonexclusive right to use the MAXIMO Application for internal training.   M2 may make copies of the MAXIMO Application for the sole purpose of maintaining an archival copy and or supporting M2's outsourcing business as permitted by this Agreement.

Ownership
PSDI and/or its vendors and licensors own all right, title, and interest in the Global Network, Hardware, Third Party software, and other components of the MAXIMO Application provided by PSDI.   The foregoing contain trade secrets and other valuable proprietary information of the parties and/or their Third Party vendors and/or customers.

Effective Date
This Agreement is effective on the date it is executed by both parties, and remains in effect for the Term unless terminated as set forth in this Agreement.

Restrictions
M2 will not: (a) alter the MAXIMO Application; (b) reverse engineers, decompile, disassemble or otherwise attempt to derive source code from the MAXIMO Application. The MAXIMO Application that will be placed on the Hardware is the MAXIMO Application specified in this Agreement. M2 will not make any representations or warranties on behalf PSDI or inconsistent with the terms of the Agreement. M2 will not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Third Party vendor operating systems software and other software provided by PSDI.

Confidentiality
Each party will retain in confidence all proprietary information transmitted to the receiving party which the receiving party should know from marking or the nature of the material is proprietary, and will make no use of such information except as permitted by this Agreement. M2 will not disclose the MAXIMO Application to any person other than as provided in this Agreement. Neither party will have an obligation to maintain the confidentiality of information that (a) it has rightfully received from another party prior to its receipt from the disclosing party or (b) enters the public domain by some action other than breach of this Agreement by the receiving party; or (c) is independently developed by the receiving party. Each party will safeguard confidential information disclosed by the other using the same degree of care it uses to safeguard its own confidential information and, in no event, less than a reasonable degree of care. Each party's obligation under this paragraph will extend for a period of three (3) years following termination of this Agreement.

EXCEPT AS EXPRESSLY MODIFIED BY THIS ADDENDUM, THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS.

PROJECT SOFTWARE & DEVELOPMENT, INC.

BY: _Nancy M Gilroy_

NAME: _Nancy M Gilroy_

TITLE: _VP, Contracts_

DATE: _3/16/00_

M2 CONSULTING, INC.

BY: _____

NAME: _T.R. Bevington_

TITLE: _President_

DATE: _3/22/00_